

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING N	PAGE OF PAGES 1 33	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP52-06NA27251		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY AD/TSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER - AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 AGUSTIN A. ARCHULETA (505) 845-4686 AARCHULETA2@DOEAL.GOV				8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9.							
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7		C. E-MAIL ADDRESS See Block 7	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (5)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0001

Noun: FACILITIES MAINTENANCE - CORONADO CLUB
Contract type: J - FIRM FIXED PRICE
Start Date: 02 MAR 2006
Completion Date: 01 MAR 2007
Descriptive Data:
The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Coranado Club on Kirtland AFB.

The period of performance for CLIN 0001 is March 2, 2006- March 1, 2007.

0002

Noun: FACILITIES MAINTENANCE- OST AVIATION HANGER
Contract type: J - FIRM FIXED PRICE
Start Date: ASREQ
Completion Date: 01 MAR 2007
Descriptive Data:
The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Aviation Hanger on Kirtland AFB.

CLIN 0002 may begin as early as March 2, 2006 (or date of award if later). However, work under CLIN 0002 shall commence no later than June 1, 2006. The contractor shall be notified in writing by the Contracting Officer as to when work under CLIN 0002 is to commence. The period of performance for CLIN 0002 shall run through March 1, 2007.

0003

Noun: FACILITIES MAINTENANCE - WESTERN COMMAND
Contract type: J - FIRM FIXED PRICE
Start Date: 01 OCT 2006
Completion Date: 01 MAR 2007
Descriptive Data:
The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work

for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at their Western Command on Kirtland AFB.

The period of performance for CLIN 0003 is October 1, 2006 - March 1, 2007.

0004

Noun: MINOR CONSTRUCTION
Contract type: Y - TIME AND MATERIALS
Start Date: 02 MAR 2006
Completion Date: 01 MAR 2007
Descriptive Data:

This cost reimbursable CLIN shall cover Minor Construction Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$125,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0004 is March 2, 2006- March 1, 2007.

0005

Noun: COST REIMBURSABLE MAINTENANCE WORK ORDERS
Contract type: Y - TIME AND MATERIALS
Start Date: 02 MAR 2006
Completion Date: 01 MAR 2007
Descriptive Data:

This cost reimbursable CLIN shall cover Maintenance Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

This CLIN is typically for corrective maintenance projects over 32 hours. Emergencies shall be handled in accordance with Contracting Officer Technical Representative (COTR) authorization on a emergency basis in accordance with

paragraph 11.6 of the SOW. The Contracting Officer will formalize negotiations for all emergency efforts after a temporary fix is obtained or danger is eliminated.

The Not-to-Exceed (NTE) price for this line item is \$75,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0005 is March 2, 2006- March 1, 2007.

0006

1

Lot

Noun: REIMBURSABLE MATERIALS

NSN: N - Not Applicable

Contract type: Y - TIME AND MATERIALS

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

This CLIN shall cover materials (including those under the fixed price CLINs 0001-0003) priced in excess of \$3,000. The government considers items costing in excess of this figure to be outside of the normal expected range and has included this CLIN to reduce contractor contingency pricing. Materials purchased under this CLIN may include contractor costs to procure, but shall NOT be fee bearing. CO or COTR approval shall be obtained prior to acquiring any materials under this CLIN.

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing this requirement as specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$50,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The period of performance for this CLIN 0006 is March 2, 2006 - March 1, 2007.

Option 1

0007

OPTION CLIN (service)

Noun: OPTION 1 - FACILITIES MAINTENANCE - CORONADO CLUB

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Coranado Club on Kirtland AFB.

The period of performance for CLIN 0007 is March 2, 2007 - March 1, 2008.

Option 1

0008 OPTION CLIN (service) _____

Noun: OPTION 1 - FACILITIES MAINTENANCE - OST AVIATION
HANGER

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Aviation Hanger on Kirtland AFB.

The period of performance for CLIN 0008 shall be March 2, 2007 through March 1, 2008.

Option 1

0009 OPTION CLIN (service) _____

Noun: OPTION 1 - FACILITIES MAINTENANCE - WESTERN
COMMAND

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at their Western Command on Kirtland AFB.

The period of performance for CLIN 0009 is March 2, 2007 - March 1, 2008.

Option 1

0010 OPTION CLIN (service) _____

Noun: OPTION 1 - MINOR CONSTRUCTION

Descriptive Data:

This cost reimbursable CLIN shall cover Minor Construction Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$125,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0010 is March 2, 2007 - March 1, 2008.

Option 1

0011 OPTION CLIN (service) _____

Noun: OPTION 1 - COST REIMBURSABLE MAINTENANCE WORK ORDERS

Descriptive Data:

This cost reimbursable CLIN shall cover Maintenance Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

This CLIN is typically for corrective maintenance projects over 32 hours. Emergencies shall be handled in accordance with Contracting Officer Technical Representative (COTR) authorization on a emergency basis in accordance with paragraph 11.6 of the SOW. The Contracting Officer will formalize negotiations for all emergency efforts after a temporary fix is obtained or danger is eliminated.

The Not-to-Exceed (NTE) price for this line item is \$75,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0011 is March 2, 2007 - March 1, 2008.

Option 1

0012 OPTION CLIN (service) _____

Noun: OPTION 1 - REIMBURSABLE MATERIALS

Descriptive Data:

This CLIN shall cover materials (including those under the fixed price CLINs 0007-0009) priced in excess of \$3,000. The government considers items costing in excess of this figure to be outside of the normal expected range and has included this CLIN to reduce contractor contingency pricing. Materials purchased under this CLIN may include contractor costs to procure, but shall NOT be fee bearing. CO or COTR approval shall be obtained prior to acquiring any materials under this CLIN.

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the

Government) and otherwise do all things necessary for, or incident to, providing this requirement as specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$50,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The period of performance for this CLIN 0012 is March 2, 2007 - March 1, 2008.

Option 2

0013 OPTION CLIN (service) _____

Noun: OPTION 2 - FACILITIES MAINTENANCE - CORONADO CLUB

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Coranado Club on Kirtland AFB.

The period of performance for CLIN 0013 is March 2, 2008- March 1, 2009.

Option 2

0014 OPTION CLIN (service) _____

Noun: OPTION 2 - FACILITIES MAINTENANCE - OST AVIATION HANGER

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Aviation Hanger on Kirtland AFB.

The period of performance for CLIN 0014 shall be March 2, 2008 through March 1, 2009.

Option 2

0015 OPTION CLIN (service) _____

Noun: OPTION 2 - FACILITIES MAINTENANCE - WESTERN COMMAND

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing

the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at their Western Command on Kirtland AFB.

The period of performance for CLIN 0015 is March 2, 2008 - March 1, 2009.

Option 2

0016

OPTION CLIN (service) _____

Noun:

OPTION 2 - MINOR CONSTRUCTION

Descriptive Data:

This cost reimbursable CLIN shall cover Minor Construction Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$125,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0016 is March 2, 2008 - March 1, 2009.

Option 2

0017

OPTION CLIN (service) _____

Noun:

OPTION 2 - COST REIMBURSABLE MAINTENANCE WORK ORDERS

Descriptive Data:

This cost reimbursable CLIN shall cover Maintenance Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

This CLIN is typically for corrective maintenance projects over 32 hours. Emergencies shall be handled in accordance with Contracting Officer Technical Representative (COTR) authorization on a emergency basis in accordance with

paragraph 11.6 of the SOW. The Contracting Officer will formalize negotiations for all emergency efforts after a temporary fix is obtained or danger is eliminated.

The Not-to-Exceed (NTE) price for this line item is \$75,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0017 is March 2, 2008 - March 1, 2009.

Option 2

0018 OPTION CLIN (service) _____

Noun: OPTION 2 - REIMBURSABLE MATERIALS

Descriptive Data:

This CLIN shall cover materials (including those under the fixed price CLINs 0013-0015) priced in excess of \$3,000. The government considers items costing in excess of this figure to be outside of the normal expected range and has included this CLIN to reduce contractor contingency pricing. Materials purchased under this CLIN may include contractor costs to procure, but shall NOT be fee bearing. CO or COTR approval shall be obtained prior to acquiring any materials under this CLIN.

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing this requirement as specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$50,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The period of performance for this CLIN 0018 is March 2, 2008 - March 1, 2009.

Option 3

0019 OPTION CLIN (service) _____

Noun: OPTION 3 - FACILITIES MAINTENANCE - CORONADO CLUB

Descriptive Data:

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Coranado Club on Kirtland AFB.

The period of performance for CLIN 0019 is March 2, 2009- March 1, 2010.

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

Option 3

0020	OPTION CLIN (service)	
	<i>Noun:</i>	OPTION 3 - FACILITIES MAINTENANCE - OST AVIATION HANGER
	<i>Descriptive Data:</i>	
	The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at the Aviation Hanger on Kirtland AFB.	
	The period of performance for CLIN 0020 shall be March 2, 2009 through March 1, 2010.	

Option 3

0021	OPTION CLIN (service)	
	<i>Noun:</i>	OPTION 3 - FACILITIES MAINTENANCE - WESTERN COMMAND
	<i>Descriptive Data:</i>	
	The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1, in support of OST at their Western Command on Kirtland AFB.	
	The period of performance for CLIN 0021 is March 2, 2009 - March 1, 2010.	

Option 3

0022	OPTION CLIN (service)		
	<i>Noun:</i>	OPTION 3 - MINOR CONSTRUCTION	
	<i>Descriptive Data:</i>	This cost reimbursable CLIN shall cover Minor Construction Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.	

The Not-to-Exceed (NTE) price for this line item is \$125,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0022 is March 2, 2009 - March 1, 2010.

Option 3

0023

OPTION CLIN (service) _____

Noun: OPTION 3 - COST REIMBURSABLE MAINTENANCE WORK ORDERS

Descriptive Data:

This cost reimbursable CLIN shall cover Maintenance Projects of 32 man hours or more in duration. Work shall be performed in the greater Albuquerque area in support of OST activities, but is not limited to Kirtland AFB. Prior to commencement of work, the contractor shall submit and negotiate an approved work order with the contracting office. Upon negotiation, the contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incident to, meeting the objectives of the work order as negotiated and in accordance with the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

This CLIN is typically for corrective maintenance projects over 32 hours. Emergencies shall be handled in accordance with Contracting Officer Technical Representative (COTR) authorization on a emergency basis in accordance with paragraph 11.6 of the SOW. The Contracting Officer will formalize negotiations for all emergency efforts after a temporary fix is obtained or danger is eliminated.

The Not-to-Exceed (NTE) price for this line item is \$75,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The ordering period for CLIN 0023 is March 2, 2009 - March 1, 2010.

Option 3

0024

OPTION CLIN (service) _____

Noun: OPTION 3 - REIMBURSABLE MATERIALS

Descriptive Data:

This CLIN shall cover materials (including those under the fixed price CLINs 0019-0021) priced in excess of \$3,000. The government considers items costing in excess of this figure to be outside of the normal expected range and has included this CLIN to reduce contractor contingency pricing. Materials purchased under this CLIN may include contractor costs to procure, but shall NOT be fee bearing. CO or COTR approval shall be obtained prior to acquiring any materials under this CLIN.

The contractor shall furnish all personnel, tools, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the

Government) and otherwise do all things necessary for, or incident to, providing this requirement as specified in the Statement of Work entitled "Statement of Work for Facilities Maintenance," dated December 23, 2005, at Attachment 1.

The Not-to-Exceed (NTE) price for this line item is \$50,000.00. Any NTE ceiling not expended during the ordering period may be rolled over to the subsequent option ordering period at the government's sole discretion.

The period of performance for this CLIN 0024 is March 2, 2009 - March 1, 2010.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B001 PRICES (TIME-AND-MATERIAL ESTIMATED COST AND CEILING PRICE) (FEB 2005) (TAILORED)

(a) The contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the objectives and requirements of Part III Section J, Attachment ? (insert Attachment number).

(b) The ceiling price of the contract is ???? (insert ceiling price) and includes the estimated labor costs identified in subparagraph (c) below and the estimated other direct costs (ODC) identified in subparagraph (d) below.

(c) The estimated costs for Item ????? (insert Item number) - Labor, is ????? (insert cost). This amount is included in the ceiling amount specified in paragraph (b) above. The labor rates are stated below:

Labor Categories	Estimated Hours	Unit Price	Extended Amount
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????? (Labor Categories, Estimated Hours, Unit Price and Extended amount)

Unit price used in computing estimated contract costs include applicable indirect costs; profit/fee, and federal, state, and local taxes.

(d) The estimated cost for Item ????? (insert Item number) - Other Direct Costs, is ????? (insert cost). This amount is included in the ceiling amount specified in paragraph (b) above.

(e) In the event that the work cannot be completed within the negotiated ceiling price, the Contractor agrees to enter into negotiation for the additional hours required to complete the effort. The unit price for the additional hours shall not include profit/fee.

Applies to Time-and-Materials CLIN(s) only.

B003 ITEMS BEING ACQUIRED (FEB 2005)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - Statement of Work, Attachment 1

Item 2 - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 5.

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D002 MARKING (FEB 2005)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-04	INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-06	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

(a) Inspection of all items and or work effort delivered under this contract shall be accomplished by the Contracting Officer's Technical Representative (COTR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COTR, or other duly-authorized Government representative identified by the Contracting Officer.

ITEM	SUPPLIES SCHEDULE DATA	QTY	TRANS PRI	DATE
0006		1		ASREQ
	Noun:	REIMBURSABLE MATERIALS		

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
Applies to Firm-Fixed-Price CLIN(s) only.
52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005)

The period of performance for the effort required under this contract is from the date of award through 01 MAR 2007.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representation (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative: Milton West, P.O. Box 5400, Bldg 385, Albuquerque, NM 87185-5400

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist: Agutsin Archuleta, P.O. Box 5400, Bldg. 388, Albuquerque, NM 87185-5400

(c) The Contracting Officer for this contract is:

Teresa M. Martinez, P.O. Box 5400, Bldg. 388, Albuquerque, NM 87185-5400 \

NDENCE PROCEDURES (FEB 2005)

G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005)

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the NNSA Approving Official.

G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR: Milton West

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H006 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently

determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005)

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

Applies to Firm-Fixed-Price CLIN(s) only.

H015 RELEASE OF INFORMATION (FEB 2005)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H016 KEY PERSONNEL (FEB 2005)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

NAME	TITLE
------	-------

_____ (insert names and titles)

Key Personnel are dedicated full-time to this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005)

(a) During contracting performance, the Government will furnish the Contractor office space for approximately TBD individuals on an as-required basis. Additional office space may be provided by the Government as the NNSA project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005) (TAILORED)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)", as modified by DEAR 952-245-5, the property listed in the Scope of Work, Appendix C, is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment..

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$3,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

Applies to Time-and-Materials CLIN(s) only.

**H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) (FEB 2005)
(TAILORED)**

(a) In accordance with FAR 52.245-2, "Government property (Fixed-Price Contracts)" as modified by DEAR 952.245-2, the property listed in the scope of work, Appendix C, is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$3,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include an analysis of the most economical method of acquisition.

Applies to Firm-Fixed-Price CLIN(s) only.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005) (TAILORED)

The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse to the Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202/586-4073.

H022 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (FEB 2005)

(a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, NNSA personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.

(b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on NNSA functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any NNSA facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its NNSA facilities to the COR.

(c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in NNSA facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:

- (1) Organizational Structure
- (2) Key personnel and Responsibilities for Safety
- (3) Safety Trainings and/or Meetings
- (4) Safety Inspections and Record Keeping
- (5) Accident Reporting and Investigation
- (6) Emergency Procedures, Telephone Numbers, and Points of Contact

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H027 REQUIRED ESCORT-LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE (FEB 2005)

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel shall be escorted at all times within the NNSA complex by a designated individual identified by the program office.

H029 WAGE DETERMINATION RATES (FEB 2005) (TAILORED)

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 1994-2361, Rev. 28 dated 5/23/2005 and the Davis Bacon rates, General Decision Number NM2003001, dated 12/02/2005. Copies of these documents are provided as attachments 3 and 4.

H033 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H036 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (FEB 2005)

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as "an alien. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law."

The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H038 PRECIOUS METALS INVENTORY (FEB 2005)

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H039 VIOLENCE IN THE WORKPLACE (FEB 2005)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-02	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.217-02	CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Para (a), Period of time '1 day' Para (a), 60 or as appropriate '15' Para (c), Number of Months/Years. '4 years'
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003) Para (d)(2), Name of SBA's contractor is 'contractor' Contracting agency is 'NNSA'
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
52.222-05	DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)
52.222-06	DAVIS-BACON ACT (JUL 2005)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)

52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-30	DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)
52.222-31	DAVIS-BACON ACT--PRICE ADJUSTMENT (PERCENTAGE METHOD) (DEC 2001) Para (b)(1). Percentage rate. '12.5 %' Para (b)(2). Publication. 'the applicable wage determination at the time of award or option exercise'
52.222-32	DAVIS-BACON ACT--PRICE ADJUSTMENT (ACTUAL METHOD) (DEC 2001)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.222-47	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989) Insert incumbent contractor name. 'TBD' Identify Union. 'TBD'
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2005)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-01	PAYMENTS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i> EXTRAS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-08	OTHER CONTRACTS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-12	CLEANING UP (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-13	ACCIDENT PREVENTION (NOV 1991) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.243-04	CHANGES (AUG 1987) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998)

	Para (e), approval required on subcontracts to: 'TBD'
	Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
52.245-03	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000) Para (i), Contract number. '?????'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.249-14	EXCUSABLE DELAYS (APR 1984) <i>Applies to Time-and-Materials CLIN(s) only.</i>
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.202-01	DEFINITIONS (JAN 2005)
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-02	SECURITY (MAY 2002)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.208-70	PRINTING (APR 1984)
952.215-70	KEY PERSONNEL (DEC 2000)
952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-72	ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.242-70	TECHNICAL DIRECTION (DEC 2000)
952.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005) <i>Applies to Time-and-Materials CLIN(s) only.</i>

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	22	23 DEC 2005	STATEMENT OF WORK FOR FACILITIES MAINTENANCE
ATTACHMENT 2	3	01 NOV 2002	DOE F 470.1 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)
ATTACHMENT 3	22	02 DEC 2005	DAVIS BACON - NM2003001
ATTACHMENT 4	9	23 MAY 2005	SCA WAGE DETERMINATION NO. 1994-2361
ATTACHMENT 5	1	29 DEC 2005	REPORTING REQUIREMENTS
ATTACHMENT 6	4	29 DEC 2005	PAST PERFORMANCE/PROJECT REFERENCES QUESTIONNAIRE

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) -
ALTERNATE I (OCT 1997)
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'FFP/T&M hybrid'
- 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
(MAY 2002)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
(MAY 1999)
- 52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'Contracting Officer'
- 52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)

B. OTHER SOLICITATION PROVISIONS

- 952.204-73 FACILITY CLEARANCE (MAY 2002)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.233-02 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

952.233-04 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (FEB 2005) (TAILORED)

(a) GENERAL INSTRUCTIONS

(1) Supplemental Solicitation Definitions.

"Electronic signature" or "signature" means a method of signing an electronic message that-

(i) Identifies and authenticates a particular person as the source of the electronic message; and

(ii) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Oral Presentation" means the information presented orally in response to this solicitation which demonstrates the offeror's capability to perform the stated requirements.

"Proposal" means the electronic proposal submitted via IIPS.

(2) Proposal Due Date. Submission of proposals by means other than IIPS is not authorized. Proposal must be received through the IIPS web site no later than 2:00 (insert local time) p.m. local time on February 1, 2006 (insert date). See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals. It is the responsibility of the offeror, prior to the proposal due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the "IIPS User Guide For Contractors."

(3) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

(4) Overall Arrangement of Proposal.

Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Proposal files are to be formatted in the following applications: Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher, or PowerPoint 2000 or higher.

(i) The overall proposal shall consist of four volumes. Each volume must be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume to which it relates. References to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. With the exception of pricing information requested in Part I, Section B, "Supplies or services and prices/costs", all contractual cost and pricing information shall be addressed only in the Cost Volume, unless otherwise specified. Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

Electronic Files To Be Submitted As Follows

Proposal Volume	Title	Page Limit
Volume I	Offer & Other Documents	N/A
Volume II	Technical/Management	N/A
Volume III	Past Performance	N/A
Volume IV	Cost Proposal	N/A

(ii) Each volume designated above, is to be submitted individually according to the instructions detailed in the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. Subcontractors submitting proprietary information may register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(iii) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the forms (e.g., Standard Form 26 or 33). Offerors are advised that the submission of proposals in an electronic format via IIPS is required.

(5) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(6) Page Description.

(i) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size

smaller than that which is described in paragraph (ii) below can be used for this information, however, other text reductions are unacceptable.

(ii) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(7) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(8) Cross-reference Matrix. The Offeror shall complete the cross-reference matrix attached to this section and correlate the proposal by page and paragraph number to the Performance Work Statement (PWS), Part IV, Section L and Section M. The Cross-reference Matrix shall be inserted in the offeror's proposal immediately following the Table of Contents for Volume II.

(9) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(10) Point of Contact. The Contracting Officer (CO) and the Contract Specialist identified in clause G-1 are the sole points of contact during the conduct of this procurement.

(11) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.

(12) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.

(13) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

(14) Alternate Proposals. Alternate proposals will not be accepted.

(15) Teaming Arrangements. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each team member's role and responsibilities in this effort.

(16) Reading Rooms. A reading room containing documents applicable to this solicitation is located at N/A (insert location).

(17) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available:

(i) as an alternative to consideration by the Contracting Officer of a protest or;

(ii) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS (FEB 2005) (TAILORED)

The proposal shall consist of an Administrative submission (Volume I), a Capability submission (Volume II), Past Performance submission (Volume III) and a Cost submission (Volume IV). The Capability submission consists of the Technical and Management Approach. The Technical and Management Approach and the Past Experience are ranked in descending order of importance except that Technical and Management are of equal importance. When combined, the factors in the Capability submission and Past Performance are of greater importance than Cost. Adjectival ratings will be given to each of the evaluation criteria for the Capability submission, but the Price submission will not receive an adjectival rating. Each Capability evaluation factor will be evaluated and rated separately and individual ratings will not be rolled up into a single overall rating. The Capability ratings will be considered together with the Cost evaluation to support a best value award decision.

(a) General: Volume I, Offer and Other Documents, consists of the following documentation.

Standard Form (SF) 33, Solicitation, Offer, and Award
Representations and Certifications
Exceptions and Deviations Taken in Other Volumes
Government Furnished Property
Additional Information

(b) Content.

(1) Standard Form 33 (SF33), Solicitation, Offer, and Award. The Standard Form 33 shall be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. Offers are instructed to fully complete Part I, Section B paragraphs pertaining to price.

(2) Representations and Certifications. Representations, certifications, and other statements of offerors (Part IV--Section K of the solicitation), shall be fully executed by an authorized representative of the offeror.

(3) Exceptions and Deviations. Any exceptions or deviations to the terms of the proposed contract may make the offer unacceptable for award without discussions.

(4) Government Furnished Property. The Government plans to provide the property listed in the Scope of Work, Appendix C, of this solicitation.

(5) Additional Information. If the address shown on the Standard Form 33 (or SF 26, or other solicitation form used) is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (FEB 2005) (TAILORED)

(a) General: Volume II consists of the Offeror's discussion addressing the Technical and Management information area aspects of this procurement, the Offeror's capabilities, and what the Offeror will do to satisfy the requirements of the solicitation.

In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal. If estimated labor

hours will provide clarity, they shall be quoted in labor hours only, with no indication as to the cost of these labor hours in this volume.

(b) Content. The Offeror's proposal shall address its capabilities to successfully accomplish the requirements of the solicitation. It should clearly address each of the Evaluation Criteria set forth in Part IV, Section M. The proposal shall describe the proposed approach in sufficient detail toward meeting the SOW requirements. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

The Offeror shall provide the following information for the Technical and Management portion of the proposal.

(1) Technical Approach. The Offeror's proposal must thoroughly describe how the work will be accomplished to satisfy the SOW requirements. The Offeror shall identify any technical risks associated with performance of this contract, the impact, and the plan to avoid or minimize the risks.

(2) Management Plan. The Offeror shall provide a management plan to be used during the performance of the resultant contract that demonstrates the Offeror's ability to plan, organize, manage internal resources, subcontractors, affiliates and all teaming or other contractor arrangements. The plan shall discuss how the Offeror intends to track, report, control, and measure contract costs, schedules, and performance. The Offeror shall identify the labor categories to perform the work required by the SOW and how it will be prepared to anticipate and respond promptly to performance problems or program changes.

The Offeror shall provide a complete organizational chart identifying the personnel and their functional assignments. Additionally, the Offeror shall provide a discussion of the established lines of authority, responsibility, and communication from lower levels to top level management. The plan shall include a discussion on how the program manager will obtain support from other corporate elements, including any subcontractors, affiliates, and all teaming or other arrangements. The Offeror shall also demonstrate their ability to access higher levels of corporate management to resolve conflicts over resources not under the program manager's direct control. In addition, the Offeror shall address the decision-making authority of the program manager, to whom the program manager reports, and the process to be followed in obtaining decisions behind the program manager's authority.

(A) Key Personnel Qualifications and Availability.

The offeror shall identify in summary format(see attachment at Part IV, Section L), the names and anticipated positions of the individuals proposed as key personnel, including those employed by subcontractors, affiliates, and all teaming or other contractor arrangements. The Offeror shall indicate the percentage of time the key personnel shall be available to perform on the resultant contract. The Offeror shall submit one resume for each proposed key person. These resumes must clearly describe the individual's education (level, major, and year degree received), the experience (general and relevant work experience) and professional credentials. The format for submission of resumes is provided as an attachment to Part IV, Section L. A letter of intent, attached to their resume, shall be submitted for those key individuals who are not currently employed the the Offeror. The letter of intent must include the following:

(i) Indicate the individual's commitment to work under the resultant contract with an agreed upon salary and benefits package;

(ii) Include the date of availability; and

(iii) be signed by the individual proposed as a key person. Offerors are advised that the NNSA may contact any or all references in the resumes, as well as third parties. The Offeror shall also describe its strategy to retain its proposed Key Personnel.

(B) Corporate Experience. The Offeror shall provide information on its corporate knowledge and experience to successfully accomplish the requirements of the SOW. Corporate past and present experience of proposed subcontractors and teaming partners must be demonstrated consistent with the proposed subcontracting or teaming arrangement. The Offeror shall also describe how its corporate capabilities in these areas will be assessed and utilized by its proposed key personnel to accomplish the requirements of the SOW.

L003.1 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III- PAST PERFORMANCE (DEC 2005)

Past Performance/Project References: Offeror shall provide the following information on at least three projects of a similar scope: (See attached Past Performance Questionnaire, Section J, Attachment 6.

(1) Project/Title/Contract Number

(2) Name of Company

(3) Project Description noting similarities with project specifications

(4) Period of performance and contract amount

(5) Name and telephone number of company contact person

(6) Client letters of commendation for work performed.

The following questions shall be submitted to your references for past performance:

Quality: Contractor provided effective quality control and inspection procedures, which resulted in a quality finished project.

Schedule: Contractor scheduled the project realistically

Pricing: Contractor exercised reasonable pricing and change order policies

Safety: Contractor had a proactive safety program and performed the project with an emphasis on safety

Satisfaction: Customer would have no reservations in awarding another project to the contractor.

The above criteria shall be submitted prior to closing date of solicitation to:

NNSA Service Center
ATTN: Agustin Archuleta
OBS/Site Support Division
P.O. Box 5400
Albuquerque, NM 87185

L003.2 COST PROPOSAL VOLUME IV (DEC 2005)

I. Overview and General Instructions

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, a limited amount of information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine cost or price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

(a) Submission Format

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. In accordance with FAR 15.403-5(b)(2), Offerors may select their own presentation format, provided it is responsive to the solicitation requirements and following cost instructions. The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.

(b) Narrative Support

The Offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs. Offerors may use their own format for this purpose.

(c) Cost/Price Reasonableness and Realism

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide a complete rationale and summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(d) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(e) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the government prior to contract award.

II. Specific Cost and Format Requirements

(a) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
- (2) The name, telephone number, and e-mail address of a primary point of contact.
- (3) The proposal number, date, and expiration date.
- (4) A brief description of the product and/or service being provided and the place of performance.
- (5) Proposed cost, profit or fee, total price and contract period of performance.
- (6) Name, title and signature of person authorized to commit the firm.
- (7) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontracts or interorganizational transfers.

(8) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.

(9) A statement granting the Contracting Officer the right to examine your books and records.

(b) Required Cost Information

Support your proposed costs by providing the following information:

(1) An exhibit that summarizes proposed costs by cost element (labor, overhead, materials, subcontracts, other direct costs, G&A, etc.), fee/profit, and total price by contractor fiscal year. Provide a cost summary exhibit for each CLIN, Basic, or Option Period if separate pricing is required by the solicitation.

(2) An explanation as to the basis of estimate of each cost element proposed. The explanation should be sufficient to permit evaluation of your supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.

(3) If Facilities Capital Cost of Money (FCCM) is permitted, it must be proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to claim FCCM, provide a statement to that effect.

(4) If applicable, support your proposed New Mexico Gross Receipts Tax (NMGR) amount by showing in your proposal the NMGR rate applied, the total tax base, and the elements within the base to which the proposed rate is applied. Provide this information as a separate cost element by CY or CFY for each contract period or CLIN as required by the solicitation. NMGR is levied on receipts collected from organizations engaging in certain types of business in the State of New Mexico. Since all or part of this award may be subject to NMGR, the Offeror is advised to refer to FAR clause 52.229-10, State of New Mexico Gross Receipts and Compensating Tax, for further information. The current tax rate schedule and general instructions on the application of NMGR are available from the State of New Mexico Tax and Revenue Department, P.O. Box 630, Santa Fe, New Mexico 87509-0603, (505) 827-0951, or www.state.nm.us/tax.

(5) Provide a general description of your accounting system. State whether your accounting system is in accordance with generally accepted accounting principles (GAAP) and is acceptable for government contract costing purposes. State if your accounting system has been reviewed and approved by a government agency. Provide evidence of such approval by identifying the agency and official, the scope of review, and date of approval.

(6) Provide, as an attachment to your cost proposal, audited financial statements (balance sheet, income statement, and statement of cash flow) for the most recently completed fiscal year, and interim financial statements for all quarters reported in the current fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor.

**L009 OFFER SUBMISSION VIA THE INDUSTRY INTERACTIVE PROCUREMENT SYSTEM (IIPS)
(FEB 2005)**

Submission of bids/quotes by means other than IIPS is not authorized. Offers must be received through the IIPS web site NO LATER THAN 2:00 p.m local time on February 1, 2006. See FAR 14.214-7 "Late Submissions, Modifications, and Withdrawals of Bids," for treatment of late bids/quotes. Each offer is to be submitted according to the instructions in the IIPS User's Guide, which is available at <http://e-center.doe.gov/doesbiz.nsf/Help?OpenForm>. It is the responsibility of the Offeror, prior to the offer due

date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the IIPS User's Guide.

**L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)
(TAILORED)**

This acquisition is set-aside for exclusive small business 8 (a) participation. The size standard for this solicitation is 500 (insert size standard) and the North American Industry Classification System (NAICS) code is 561210 (insert NAICS code).

L011 THE NNSA MAILING ADDRESS FOR CLASSIFIED MAIL (FEB 2005)

Classified Mailing Address - Outer Envelope*

National Nuclear Security Administration
Service Center
P.O. Box 5400
Albuquerque, NM 87185-5400

Federal Express:

National Nuclear Security Administration
Service Center
Pennsylvania and H Streets
Albuquerque, NM 87116

*NOTE: Please refer to the classified mailing address system for the inner envelope classified mailing address.

L012 NUMBER OF AWARDS (FEB 2005)

It is anticipated that there will be one award(s) resulting from this solicitation. However, the government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L016 AUTHORIZED NEGOTIATORS (FEB 2005)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

Name	Title	Organization	Telephone No.
_____	_____	_____	_____

L019 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
_____	_____

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
_____	_____

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
_____	_____

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
_____	_____

L021 INTERNET SITES (FEB 2005)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: [http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open Document](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open+Document)

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L023 SITE VISIT (FEB 2005) (TAILORED)

(a) The site visit will be held on January 10, 2006 starting at 9:00 a.m. local time at the Coronado Club, one block south of the Wyoming gate, southwest corner of the intersection. Each offeror is limited to 2 representatives. Contractors must notify Mr. Milton West at 505-845-4452 or email mwest@doeal.gov of your intention to attend the site visit no later than 2:00 p.m. on January 6, 2006.

(b) Entrance to the Coronado Club should be through the Wyoming gate. To insure that offeror representatives arrive on time for site visit, they must allow sufficient time to gain access to the

installation. You will be required to provide your car registration, emission certificate, and proof of insurance to access the site.

(c) Oral questions pertaining to the site and facilities may be asked during the site visit, but oral responses will not be binding. Questions regarding the solicitation terms and conditions may not be addressed during the site visit. Questions resulting after the site visit must be submitted electronically via IIPS by January 12, 2006. Answers to questions will be posted on IIPS by COB January 13, 2006.

(d) No restricted areas will be visited; therefore, clearances are not required.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.217-03 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)
- 52.217-04 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)
- 52.217-05 EVALUATION OF OPTIONS (JUL 1990)
Applies to Firm-Fixed-Price CLIN(s) only.

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (FEB 2005) (TAILORED)

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established a Source Evaluation Board (SEB)/Source Evaluation Team (SET) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB/SET. The Offeror must furnish adequate and specific information in its response. Cursory responses or responses which merely repeat or reformulate the Statement of Work (SOW) are not acceptable.

(c) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) Prior to an award, a determination shall be made by the Source Selection Authority whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential organizational conflict of interest can be appropriately avoided or mitigated.

(e) Pursuant to 15.306(c), the Contracting Officer's determination of competitive range for proposals submitted as a result of this solicitation will consider such factors as technical evaluation/ranking of the proposal, initial cost/price proposed and other items set forth in this section. Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range. Offerors who are not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, NNSA will consider information on all of those companies comprising the Offeror's "contractor team arrangement" that will perform major or critical aspects of the SOW as well as on the single legal entity

submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms for both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(h) Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(i) An overall rating of unsatisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria or subcriteria. An overall criterion rating of unsatisfactory may result from one subcriterion within a criterion being rated unsatisfactory, or from more than one subcriterion within a criterion being rated marginal.

M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)

The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation criteria described below. In determining the best value to the Government, the Technical and Management evaluation criteria are significantly more important than the Cost evaluation criteria. The Government is more concerned with obtaining a superior Technical and Management proposal than making an award at the lowest evaluated total cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Technical and Management proposal over another. Thus, to the extent that Offerors' Technical and Management proposals are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor. The evaluation criterion below are in descending order of importance.

OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

Evaluation Criteria (In order of Importance)

- 1 Technical/Management Approach
- 2 Past Performance
- 3 Cost

The Cost Evaluation Criterion will be significantly less important than the Technical and Management criteria identified above.

EVALUATION FACTORS

Criterion 1 - Technical and Management Approach

The offeror's technical approach will be evaluated against the SOW requirements. The Offeror shall identify any technical risks associated with performance of this contract, the impact, and the plan to avoid or minimize the risks.

The Offeror's management plan will be evaluated to assess the Offeror's application of sound management principles in planning, organizing, managing internal resources and subcontractors, tracking, reporting and controlling contract progress and costs. The evaluation will include how well

proposed management techniques will simplify the early identification and resolution of issues or problems. The program manager's access to upper management and the degree to which upper management is committed to providing assistance when required will be evaluated. Additionally, the plan will be evaluated to assess the Offeror's ability to assign the appropriate mix of skills to ensure continuity, timeliness, and successful accomplishment of the effort during workload fluctuation periods.

Criterion 2 - Past Performance

Past performance will be evaluated based upon the information furnished in the Past performance/Project References Questionnaire provided as Attachment 6 to the RFP. NNSA may contract references other than those identified by the offeror, including relevant information from available Federal Government databases, and past performance information on other contracts.

Criterion 3 - Cost

The Cost proposal will not be rated, but will be evaluated for completeness, reasonableness, and realism. The evaluation may use any or all of several bases of comparison including the independent government estimate, current or recent prices for the same or substantially the same services purchased in comparable quantities under similar terms and conditions, comparisons with other Offerors' proposals, market prices of commercial products sold to the public, and the supporting data included in the proposal.

Reasonableness. The Cost proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work.

Realism. The Cost proposal will be evaluated to determine if the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the PWS requirements, and are consistent with the various elements of the Offeror's Technical and Business Management Proposal. Inconsistencies could raise concerns regarding the Offeror's understanding of the requirements and its ability to perform the work for the proposed cost. As a result of its cost realism analysis, the Government may adjust the Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels.

Completeness. The Cost proposal will be evaluated for completeness based upon the traceability of the estimates used in the cost proposal to the performance of the requirements as addressed in the solicitation.